<center>**REMARKS**</center>

Claims 1, 5, 6, 10, 11, 15 and 16 have been amended. Claims 1-16 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Telephone Interview:

A telephone interview with Examiner Pannala was conducted on April 28, 2009 during which the previous rejections were discussed. During a follow-up telephone call on April 29, 2009, Examiner Pannala agreed that the above amendments would overcome the § 112 and § 101 rejections. Examiner Pannala also agreed to reconsider the § 103 rejections in light of these amendments.

Section 103(a) Rejections:

The Office Action rejected claims 1, 3-6, 8-11 and 13-15 under 35 U.S.C. § 103(a) as being unpatentable over Schmeidler et al. (U.S. Patent 6,374,402) (hereinafter "Schmeidler") in view of Hart (U.S. Patent 6,983,295) and Ribot (U.S. Publication 2003/0187993), and claims 2, 7, 12 and 16 as being unpatentable over Schmeidler in view of Hart, McBrearty et al. (U.S. Publication 2004/0015585) (hereinafter "McBrearty") and in view of Ribot. Applicants respectfully traverse these rejections for at least the following reasons.

In regard to claim 1, the cited art does not teach or suggest in response to a metadata server receiving a data access request from a client, the metadata server determining a maximum expiration time indicated by a next scheduled time for exclusive access, as recited in claim 1. The Examiner refers to Schmeidler, FIG. 8, and to column 22, lines 48-54 and lines 59-66. However, the cited portion of Schmeidler actually refers to a token authorizing a client to access a purchased title from a network file server (a Random Access File Transport (RAFT) server). The token, illustrated in FIG. 8 as RAFT

token 800, contains a start-time element 806 and an end-time element 808, which define the **time** *interval* during which the client may access a particular resource, namely the title the client has purchased. This has no bearing whatsoever on a metadata server determining a **maximum expiration time** *indicated by a next scheduled time for exclusive access*. The time interval of Schmeidler's token specifies a particular **time** *interval* during which the client may access a purchased resource. It does not indicate a maximum expiration time indicated by a next scheduled time for exclusive access, which is a time at which exclusive access to certain data is required by a task. There is no time for exclusive access scheduled in Schmeidler. Nor do any of the other cited references teach this aspect of Applicants' claim, whether considered alone or in combination with Schmeidler.

Further in regard to claim 1, the cited art does not teach or suggest *generating an access token that grants the client access to data stored on one or more storage devices associated with the metadata server, **where the access token comprises an expiration time set by the metadata server to be no later than the maximum expiration time indicated by the next scheduled time for exclusive access**, as recited in claim 1. The Examiner again refers to Schmeidler, FIG. 8, and to column 22, lines 65-66. However, as already explained above, the token described in the cited portion of Schmeidler and illustrated in FIG. 8 as RAFT token 800, contains a start-time element 806 and an end-time element 808, which define the time interval during which the client may access a particular resource, namely the title the client has purchased. This has no bearing whatsoever on an expiration time set by the metadata server to be no later than the maximum expiration time indicated by the next scheduled time for exclusive access, which is a time at which *exclusive* access to certain data is required by a task.

In further regard to this aspect of claim 1, the cited art does not teach or suggest that the token expiration time is set *such that the access token will be expired during the next scheduled time for exclusive access, thus preventing the client from using the access token to access the data during the next scheduled time for exclusive access* as recited in claim 1. The Examiner refers to Ribot, paragraph [0036]. Ribot is directed to controlling

access in client-server systems through a multi-level security protocol. At paragraphs [0035-0036], Ribot teaches that his system accomplishes "the whole of the security and access controls during the authentication and authorization of the client organization. Thus, a set of objects containing the authorized privileges and credentials is distributed, and from this time on no further attention need be paid to it." This has absolutely no bearing upon *setting the* _expiration time of an access token_ *to be no later than the maximum expiration time indicated by the next scheduled time for exclusive access* _such that the access token will be expired during the next scheduled time for exclusive access,_ _thus preventing the client from using the access token to access the data during the next_ _scheduled time for exclusive access,_ as recited in claim 1. Ribot never discusses **expiration time**, much less **expiration time of access tokens**. Neither is there **any** discussion of a **scheduled time for exclusive access**. The cited portion of Ribot refers to the **time of authentication and authorization of the client** organization, when a set of objects containing the authorized privileges and credentials is distributed, from which time forward no further attention need be paid to it. This has nothing to do with a **scheduled time for exclusive access**, or with setting an expiration time for an access token such that the access token will be expired during the next scheduled time for exclusive access, thus **preventing the client from using the access token to access the data during the next scheduled time for exclusive access**.

Independent claims 6 and 11 recited limitations similar to those found in independent claim 1, and so the arguments presented above apply with equal force to the those claims, as well. For at least the above reasons, the cited references, whether considered alone or in combination, clearly do not teach Applicants' independent claims 1, 6, and 11. Withdrawal of the rejections is respectfully requested.

In regard to claim 16, the cited art does not teach or suggest *setting the* _expiration_ _time of an access token_ *to the earlier of* _either a maximum expiration time indicated by a_ _next scheduled time for exclusive access or the default expiration time,_ *wherein the access token grants a client access to data stored on one or more storage devices associated with a metadata server, and wherein the access token is set such that the*

access *token will be expired during the next scheduled time for exclusive access, thus preventing the client from using the access token to access the data during the next scheduled time for exclusive access,* as recited in claim 16. The Examiner refers to Schmeidler, FIG. 8, and to column 22, lines 51-54 and lines 59-66. However, the cited portion of Schmeidler actually refers to a token, illustrated in FIG. 8 as RAFT token 800, which contains a start-time element 806 and an end-time element 808, which define the **time interval** during which the client may access a particular resource, namely the title the client has purchased. There is absolutely no indication of <u>setting the expiration time</u> <u>to *the earlier* of **either** a *maximum expiration time indicated by a next scheduled time*</u> <u>*for exclusive access*, **or** *the default expiration time*</u>. Nor do any of the other cited references teach this aspect of Applicants' claim, whether considered alone or in combination with Schmeidler.

Further in regard to claim 16, the cited art does not teach or suggest <u>*determining a*</u> <u>*default expiration time*</u> and <u>*setting the expiration time of an access token to the earlier of*</u> <u>*either a maximum expiration time indicated by a next scheduled time for exclusive access*</u> <u>*or the default expiration time*</u>, as recited in claim 16. The Examiner refers to McBrearty, paragraph [0004]. However, the cited portion of McBrearty only teaches that in a typical system, a security token has a limited lifetime, typically 24 hours before the token expires and the user must re-apply for a new token. Nowhere does McBrearty mention *determining a default* **expiration time**, or a **next scheduled time for exclusive access**, much less *comparing* the **determined default expiration time** and a **maximum expiration time indicated by a next scheduled time for exclusive access**. Moreover, Schmeidler and Hart fail to overcome this deficiency of McBrearty.

In further regard to claim 16, the cited art does not teach or suggest that the access token expiration time is set *such that the access token will be expired during the next* *scheduled time for exclusive access, thus preventing the client from using the access* *token to access the data during the next scheduled time for exclusive access,* as recited in claim 16. The Examiner refers to Ribot, paragraph [0036]. Ribot is directed to controlling access in client-server systems through a multi-level security protocol. At

paragraphs [0035-0036], Ribot teaches that his system accomplishes "the whole of the security and access controls during the authentication and authorization of the client organization. Thus, a set of objects containing the authorized privileges and credentials is distributed, and from this time on no further attention need be paid to it." This has absolutely no bearing upon *setting the access token **expiration time** such that the access token will be expired during the next scheduled time for exclusive access, thus preventing the client from using the access token to access the data during the next scheduled time for exclusive access,* as recited in claim 16. Ribot never discusses **expiration time**, much less **expiration time of access tokens**. Neither is there **any** discussion of a **scheduled time for exclusive access**. The cited portion of Ribot refers to the **time of authentication and authorization of the client** organization, when a set of objects containing the authorized privileges and credentials is distributed, from which time forward no further attention need be paid to it. This has nothing to do with a **scheduled time for exclusive access**, or with setting an expiration time for an access token such that the access token will be expired during the next scheduled time for exclusive access, thus **preventing the client from using the access token to access the data during the next scheduled time for exclusive access**.

For at least the above reasons, the cited references, whether considered alone or in combination, clearly do not teach Applicants' independent claims 16. Withdrawal of the rejection is respectfully requested.

Applicants also assert that the rejections of numerous ones of the dependent claims are further unsupported by the cited art. However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicants submit the application is in condition for allowance, and an early notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5760-19800/RCK.

Respectfully submitted,

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